

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

RECEIVED
JUN 27 2007
TIMOTHY C. IRONI
COUNTY CLERK
COUNTY OF WESTCHESTER

CASTLE OIL CORPORATION,

SUMMONS

Plaintiff,

Index No. 11614-07

-against-

INFO-SYS SOFTWARE, INC.,

Defendant.

Plaintiff designates Westchester County as place of trial.

The basis of venue is the terms of the agreement at issue.

To the above named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action as to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Poughkeepsie, New York

June 25, 2007

GELLERT & KLEIN, P.C.

BY:


LILLIAN S. WEIGERT

Attorneys for Plaintiff
Castle Oil Corporation
75 Washington Street
Poughkeepsie, NY 12601
(845) 454-3250

TO: Info-Sys Software Inc.
160 Montarville, Suite 201
Boucherville, Quebec J4B 6S2
Canada

PAUSER\CLIENT\CASTLE OIL CORP\INFO-SYS SOFTWARE INC\SUMMONS.DOC

5148494167

RECEIVED
JUN 27 2007
TIMOTHY C. IDOMI
COUNTY CLERK
COUNTY OF WESTCHESTER

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

CASTLE OIL CORPORATION,

Plaintiff,

VERIFIED COMPLAINT

-against-

Index No. 11614-07

INFO-SYS SOFTWARE, INC.,

Defendant.

Plaintiff Castle Oil Corporation ("Castle") by its attorneys, Gellert & Klein, P.C.,
for its verified complaint against defendant Info-Sys Software, Inc. ("Info-Sys")
respectfully alleges as follows:

FIRST CAUSE OF ACTION

1. At all relevant times plaintiff Castle was and still is a corporation organized
under the laws of the State of New York with a place of business in Westchester County
at 500 Mamaroneck Avenue, Harrison, NY 10528.

2. Upon information and belief, at all relevant times Info-Sys was and still is a
corporation organized under the laws of Canada with its principal place of business at 160
Monteville, Suite 201, City of Boucherville, Quebec, J4B 6S2.

3. On March 21, 2005, Castle and Info-Sys entered into a written agreement
("Agreement").

4. Paragraph 22.1 of the Agreement provides in part:

Any action or proceeding arising out of or relating to this Agreement or any
Related Agreement shall be brought in the Supreme Court of the State of
New York, Westchester County, or the United States District Court for the

F:\SERVER\CLIENTS\CASTLE OIL CORP\INFO-SYS SOFTWARE INC\VERIFIED COMPLAINT.DOC

Southern District of New York sitting in White Plains, New York.

5. Paragraph 22.1 also provides that:

This Agreement and any related Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in the State of New York.

6. Among other things, Castle is engaged in the business of selling fuel oil, diesel fuel and burner service at the wholesale and retail levels.

7. Pursuant to the Agreement, Info-Sys was required, among other things, to provide certain computer software, licenses and computer related services capable of supporting Castle's business operations including the customer orders, pricing, dispatching, delivery, billing, credit and inventory functions ("the Computer Software").

8. From in or about March 2005 through in or about November 2006, Castle paid Info-Sys \$642,767.05 in consideration of the Computer Software to be provided by Info-Sys pursuant to the Agreement.

9. For a period exceeding two years, from the inception of the Agreement in March 2005 through April 2007, Info-Sys repeatedly failed to deliver the Computer Software in working condition that functioned in a manner capable of supporting Castle's business operations.

10. At no time was Castle able to use the Computer Software for which it had paid.

11. Castle repeatedly notified Info-Sys of its failures and breaches of the Agreement and provided Info-Sys with multiple opportunities to cure its failures and

F:\USER\CLIENTS\CASTLE OIL CORP\INFO-SYS SOFTWARE INQUIRY\VERIFIED COMPLAINT.DOC

breaches.

12. Info-Sys acknowledged to Castle that the Computer Software it delivered to Castle did not work and did not function in a manner capable of supporting Castle's business operations.

13. Despite Castle's repeated demands, Info-Sys did not cure its failures and

breaches.

14. By virtue of the foregoing, Info-Sys materially breached the Agreement.

15. Castle has performed all of the obligations which the Agreement required it to performed.

16. By reason of the foregoing, Castle has been damaged in the amount of (a) \$642,767.05, plus (b) sums which Castle was forced to spend as a consequence of Info-Sys's failures and breaches, such as sums expended on ancillary software and equipment and the lost productivity of Castle personnel, which amount will be proved at trial, plus (c) interest.

SECOND CAUSE OF ACTION

17. Castle repeats the allegations in ¶¶ 1-16 above.

18. Paragraph 19.1 of the Agreement provides in its entirety:

In any litigation between the parties, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party.

19. By reason of the foregoing, Castle is entitled to judgment for its reasonable attorney's fees and court costs in this action.

WHEREFORE, plaintiff Castle Oil Corporation demands judgment against


PAUSERCLIENTS\CASTLE OIL CORP\INFO-SYS SOFTWARE INVOICED COMPLAINT.DOC

S148494167

defendant Info-Sys Software, Inc. for the sum of \$642,767.05 plus additional damages in an amount to be proved at trial, interest, court costs, and the reasonable attorneys fees incurred in this action, together with such other relief as the Court deems proper.

Dated: Poughkeepsie, New York
June 25, 2007

GELLERT & KLEIN, P.C.
BY:


LILLIAN S. WEIGERT
Attorneys for Plaintiff
Castle Oil Corporation
75 Washington Street
Poughkeepsie, NY 12601
(845) 454-3250

PAUSERCLIENTS\CASTLE OIL CORP\INFO-SYS SOFTWARE INC\VERIFIED COMPLAINT.DOC


VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

MICHAEL M. MEADVIN, being duly sworn, deposes and says that he is Senior Vice President and General Counsel of Castle Oil Corporation, the plaintiff in this action; that he has read the within complaint; that he is familiar with its contents; that the same is true to the best of his knowledge, except as to those matters stated to be upon information and belief, and as to those matters he believes them to be true; and that he makes this verification because plaintiff is a corporation and he is an officer thereof.


MICHAEL M. MEADVIN

Sworn to before me on
the 21st day of June 2007


NOTARY PUBLIC
Notary Public, State of New York
No. 0123456789
Qualified in Westchester County
Commission Expires March 14, 2010